

LOC Questions and Clarifications Memorandum

To: Solicited Vendors for Letter of Configuration (LOC) Number 46032, dated March 12, 2021 for the Mississippi Department of Information Technology Services (ITS)

From: David C. Johnson

Date: April 9, 2021

Subject: Responses to Questions Submitted and Clarifications to Specifications

Contact Name: Robert Martinez

Contact Phone Number: 601-432-8002

Contact E-mail Address: Robert.Martinez@its.ms.gov

LOC Number 46032 is hereby amended as follows:

1) PROCUREMENT PROJECT SCHEDULE

Task	Date
Addendum with Vendors' Questions and Answers	Friday, March 26 <u>April 9</u> , 2021
Proposals Due	Friday, April 21 <u>16</u> , 2021 at 3:00 p.m. Central Time
Begin Proposal Evaluation	Friday, April 21 <u>16</u> , 2021
Notification of Award	Friday, April 9 <u>23</u> , 2021
Contract Negotiations	Friday, April 9 <u>23</u> , 2021
Implementation Completed and Accepted by the State	Friday, April 30 <u>May 28</u> , 2021

2) Item 4.10 is being modified to read:

- 4.10 It is the State's intention that the hardware and software ship to the ITS State Data Center, 3775 Eastwood Drive, Jackson, MS 39211 with sufficient time allowed for implementation to be completed on or before ~~April 30~~ May 28, 2021. Due to construction, the ITS receiving dock is not accessible. Hardware may require a lift gate truck and dolly to deliver into the State Data Center, with delivery to be scheduled and coordinated with ITS.

3) Item 7.1 is being modified to read:

- 7.1 Vendor will provide a not-to-exceed cost for forty (40) hours of ~~on-site~~ or virtual knowledge transfer to assist ITS during the implementation. Knowledge Transfer

services must include the following topics for each of the products that are installed/configured within this scope:

4) Item 8.3 is being modified to read:

8.3 Vendor must propose a post-warranty service contract offering ~~on-site~~ maintenance coverage 24 hours a day, seven days a week, and 365 days a year. Vendor must provide details on what is included in the maintenance. Vendor must propose a four (4) year maintenance plan that includes the warranty period.

5) Attachment A, *Cost Information Form* is deleted and replaced with Attachment A-1, *Revised Cost Information Form*.

6) Attachment D, *Standard Purchase Agreement* is deleted and replaced with Attachment D-1, *Revised Standard Turnkey Agreement*.

Vendor must include in their proposal a response to the amended requirements listed above. Vendor must respond using the same terminology as provided in the original requirements.

The following questions were submitted to ITS and are being presented as they were submitted, except to remove any reference to a specific vendor. This information should assist you in formulating your response.

Question 1: Some of the software and support components of the 46032 LOC don't align with a viable F5 build. Is it the state's desire to use i10800 F5 LTMs or i5800 F5 LTMs in the role for SSL Orchestration? (i10800s are the manufacturer's recommendation to ensure load capacity, FWIW).

Response: ITS prefers i10800 hardware.

Question 2: If contract negotiations with RFP awarded vendor, and manufacturer, are projected to begin on 4/9/2021, how confident is ITS/State that Implementation and Completion is possible within a 3-week period, wrapping by 4/30/2021?

Response: ITS plans to coordinate with the awarded Vendor to finalize a mutually agreed upon project schedule.

Question 3: Does ITS anticipate that they will be invoiced upon shipment of the products, and that they would then only issue payment after completion of installation?

Response: After receipt and acceptance of the products, ITS anticipates remitting payment in accordance with the *Revised Standard Turnkey Agreement*. See Clarification Number 6 above.

Question 4: And, if ITS is self-implementing with guidance, what timeline commitments are in place from the State's side to protect awarded vendor from potentially protracted payment since installation deliverables are not ultimately under the Vendor's control?

Response: ITS anticipates remitting payment in accordance with the Standard Turnkey Agreement. ITS has the needed resources ready to rack and stack the equipment to begin configuration and migration.

Question 5: Because ITS plans to build the new environment in parallel to an existing, do implementation timelines include cutover of production traffic onto the new platforms or will “installation” be labeled complete before traffic is migrated? (That detail presents a significant timeline variable outside of Vendor’s control, obviously, so we want to ensure all expectations align.)

Response: ITS plans to complete the installation then begin migration to ensure that everything is working correctly.

Question 6: Does ITS confirm that it will be responsible (i.e., provide) the cabling runs to the racks where the SSL Orchestration appliances would be installed? (The appliances, as proposed, would have the components necessary to be plugged into ITS’ network and mounted into a data center rack, already present, but the line of provided equipment demarcation would stop at the transceiver.)

Response: Yes, cabling will be provided by ITS.

Question 7: The State stipulates a total Knowledge Transfer cap of 40-hours, with training classes (after implementation) for ITS personnel to augment their ability to implement and maintain the proposed solution. Yet, 7.5’s clause suggests if the Vendor believes the project might require more assistance, would that not be an optional consideration? Please elaborate on this statement, i.e., would these “recommended additional services” factor into the “total” price Vendor is proposing when State scores/ranks across all respondents? In other words, are suggestions of potentially beneficial Direct Pro Services/Augmentation going to negatively impact a Vendor relative to respondents who don’t provide this detail (or aren’t qualified enough to know how ITS might benefit)?

Response: If more than 40 hours of Knowledge Transfer is recommended, then the Vendor should provide details and include cost in Attachment A-1 as optional items. The purchase of these optional additional services would be at the discretion of the State.

Question 8: ITS/State has requested 24 x 7 coverage (F5 Premium) on the Bill of Materials. In this clause, on-site maintenance is proposed as a must/requested. If on--site is not a support option to be priced, nor is it available from the manufacturer, what becomes of this this clause?

Response: ITS does not anticipate needing on-site maintenance from the manufacturer; therefore, this requirement has been revised. See Clarification Number 4 above.

Question 9: The manufacturer provides industry-consistent SLAs for support/trouble-ticket response time; however, all incidents are not treated with the same priority. While Critical events may meet this 1-hour requirement, all other prioritizations of Mfr ticket-handling would not. Nor would on-site be available. With those

manufacturer-specific baselines as given, what becomes of this clause/requirement?

Response: This requirement is specific to equipment. ITS is willing to work with the awarded Vendor to negotiate response times and prioritizations. Vendor should include these exceptions to the requirement on the Attachment C: *Proposal Exception Summary Form* for them to be considered for negotiation.

Question 10: The State's requested approach – self-implementation with remote guidance (Knowledge transfer and training classes) is a departure from the normal approach almost all our clients utilize for Implementations. Our references can speak to the work that our engineers have delivered firsthand. Is that still the intent of this reference request?

Response: Yes, the State requests references where the Vendor has performed successful F5 implementations or equivalent. If there are parts of this requirement the Vendor takes exception to, the Vendor should complete the *Proposal Exception Summary Form* included as Attachment C.

Question 11: The example Standard Agreement Attachment D references, in multiple instances, the Seller's responsibility for installation (i.e, Article 4.2, 4.5, 5.1, etc.) Given ITS/State's desire to self-implement with Knowledge Transfer/guidance, is exception language to each of those sections recommended and is there language the State would issue for Vendor to use to indicate the LOC parameters supersede the example purchase agreement? (Our assumption would be that a final purchase agreement would not contradict the state's own purchase request so we want to avoid writing exceptions for which we might be negatively scored if they will ultimately be immaterial.)

Response: References to the Vendor providing installation services have been removed, as the rack and stack of the equipment will be the responsibility of the State. It is ITS's intent for the Vendor to provide Knowledge Transfer to help implement and migrate. Vendor should take exception to any terms and conditions in the *Revised Standard Turnkey Agreement*, provided in Attachment D-1, where the Vendor feels that it is contradictory to the State's requirements or intent. These exceptions are subject to acceptance by ITS but can only be negotiated if submitted on the *Proposal Exception Summary Form*, included as Attachment C.

Question 12: If there is a conflict between the LOC components and the Standard Purchase Agreement used as the example, will pointing out those internally conflicting instances, where they occur, reflect negatively on the responding Vendor who is paying attention to the details?

Response: No, pointing out conflicting instances will not reflect negatively on the responding vendor.

Question 13: Are there minimum parameters to be met on the Certificate of Liability Insurance or are those details addressed elsewhere?

Response: No, there are no minimum parameters.

Question 14: On Page 17: In the One-time Equipment costs, 2 i10800 LTM platforms are requested. For F5, all support skus and license skus are specific to the hardware parent(s). Within the current LoC, there are some potentially redundant skus that are tied to the smaller i5800 platform that are not on the hardware request list. So, if MS Dept of IS would like i10800 devices for this role, I will highlight below the unnecessary or incorrect skus that you'd want to adjust or Remove. Additionally, there are some skus for software/support that are missing that I will highlight.

- F5-ADD-BIG-SSLO-3 would be Unnecessary and Could/Should be removed. This is an SSL Orchestrator Sku specific to a smaller, less powerful F5 platform (the i-5800 series).
- F5-ADD-BIG-SSLO-4 would Remain

Response: The State and the manufacturer agrees with your suggestion. See Clarification Number 5 above.

Question 15: On page 18: In the Recurring Costs Section, these skus would not pertain to the build and could be removed...

- F5-SVC-BIG-PRE-HW173 would be Unnecessary and Could/Should be removed. This is a hardware support sku specific to the i5800 series.
- F5-SBS-BIG-IPI-5-1YR would be Unnecessary and Could/Should be removed. This is a hardware support sku specific to the i5800 series.
- F5-SBS-BIG-URL-6-1YR would be Unnecessary and Could/Should be removed. This is a hardware support sku specific to the i5800 series.
- F5-SVC-BIG-PRE-L1-3 (CAT SW348) would be Unnecessary and Could/Should be removed. This is a software support sku specific to the i5800 series.

Response: The State and the manufacturer agrees with your suggestion. See Clarification Number 5 above.

Question 16: On page 20: In the Recurring Costs Section, these skus would pertain to an i10800 LTM with SSL Orchestration, IP Intelligence, and URL Filtering licensing and should be INCLUDED...

- F5-SBS-BIG-URL-8-1YR would be necessary and should be added. This is a software subscription sku for URL Filtering specific to the i10800 series.
- F5-SVC-BIG -L1-3 (CAT SW349) would be necessary and should be added. This is a software support sku for the SSL-Orchestration-4 license in the build. (It looks like it is currently incorrectly labeled in the last line item in the table on page 20 of the LOC. While the F5-ADD-BIG-SSLO-4 portion is in that sku position, that sku might be confusing since the support component attributed to it is what the State would need.

Response: The State and the manufacturer agrees with your suggestion. See Clarification Number 5 above.

LOC responses are due April 16, 2021, at 3:00 p.m. (Central Time).

If you have any questions concerning the information above or if we can be of further assistance, please contact Robert Martinez at 601-432-8002 or via email at Robert.Martinez@its.ms.gov.

cc: ITS Project File Number 46032

Attachments: Attachment A-1: Revised Cost Information Form
Attachment D-1: Revised Standard Turnkey Agreement